



UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

Order Filed on January 17, 2019  
by Clerk U.S. Bankruptcy Court  
District of New Jersey

In Re:

Case No.: 18-31138 JKS

Judge: Hon. John K. Sherwood

**Paul V. Campo and Linda A. Campo**

Debtor.

**ORDER REGARDING REAFFIRMATION AGREEMENT**

The relief set forth on the following pages numbered two (2) is hereby **ORDERED**.

**DATED: January 17, 2019**

A handwritten signature in blue ink, appearing to read "JK Sherwood", written over a horizontal line.

Honorable John K. Sherwood  
United States Bankruptcy Court

Case No. \_\_\_\_\_  
Debtor(s): \_\_\_\_\_  
Order Regarding Reaffirmation Agreement  
Page 2

The Reaffirmation Agreement between the Debtor and ACAR Leasing LTD hereby **DISAPPROVED**. The Court concludes that the subject of the Reaffirmation Agreement is in fact a personal property lease. Because the underlying agreement before the court is a lease, the only relevant Bankruptcy Code provision for Debtor to continue to enjoy the benefits and endure the corresponding obligations arising from use of the personal property subject to the agreement is Section 365(p), not Section 524. The parties may enter into a lease assumption agreement without need for court approval. *In re Bailly*, 522 B.R. 711, 718 (Bankr. M.D. Fla. 2014).

**IT IS FURTHER ORDERED** that in accordance with D.N.J. LBR 4001-2:

A lessor does not violate the automatic stay imposed by § 362 of the Code or the discharge injunction imposed by § 524 of the Code when it sends any of the following documents to the debtor:

- (1) a regular monthly statement or payment coupon;
- (2) a reminder statement which is informational only and does not demand payment;
- (3) a notice of the status of an escrow account, including a notice regarding calculation of a new monthly payment based on a change in the property tax or insurance premium; or
- (4) a notice of an adjustment to a variable rate monthly mortgage payment resulting from a change in the interest rate.

**IT IS FURTHER ORDERED** that any hearing currently scheduled on the Reaffirmation Agreement is hereby cancelled. No appearance(s) are necessary.

**Certificate of Notice Page 3 of 3**  
United States Bankruptcy Court  
District of New Jersey

In re:  
Paul V. Campo  
Linda A. Campo  
Debtors

Case No. 18-31138-JKS  
Chapter 7

**CERTIFICATE OF NOTICE**

District/off: 0312-2

User: admin  
Form ID: pdf903

Page 1 of 1  
Total Noticed: 1

Date Rcvd: Jan 18, 2019

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jan 20, 2019.

db/jdb +Paul V. Campo, Linda A. Campo, 45 East 3rd Street, Clifton, NJ 07011-1612

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.  
NONE. TOTAL: 0

\*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

**I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Jan 20, 2019

Signature: /s/Joseph Speetjens

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**CM/ECF NOTICE OF ELECTRONIC FILING**

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on January 18, 2019 at the address(es) listed below:

Eric Raymond Perkins on behalf of Trustee Eric Raymond Perkins eperkins@mdmc-law.com,  
nj42@ecfcbis.com; tcolombini@mdmc-law.com  
Eric Raymond Perkins eperkins@mdmc-law.com, nj42@ecfcbis.com; tcolombini@mdmc-law.com  
Rebecca Ann Solarz on behalf of Creditor Ditech Financial LLC rsolarz@kmlawgroup.com  
Thomas M. Egan on behalf of Joint Debtor Linda A. Campo teglanlaw@aol.com  
Thomas M. Egan on behalf of Debtor Paul V. Campo teglanlaw@aol.com  
U.S. Trustee USTPRegion03.NE.ECF@usdoj.gov

TOTAL: 6